Light Tower Fiber Long Island LLC d/b/a Lightower Fiber Networks

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO
COMMUNICATIONS SERVICES WITHIN THE STATE OF NEW YORK

THIS TARIFF SUPERSEDES IN ITS ENTIRETY
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CURRENTLY FILED BY KEYSPAN COMMUNICATIONS CORP.

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CHECK PAGE

The lavees of this Tariff are effective as of the date shown at the top of the respective page. Original and revised leaves as named below comprise all changes from the original Tariff.

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APPLICATION OF THE TARIFF

A. This Tariff contains the description, regulations, and rates applicable to Services offered by the Company. Services are furnished for communications within the State of New York under the terms of this Tariff.

B. The Company operates as a facilities-based provider of private line services.

C. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the facilities, or services provided by another Carrier for use in accessing the Services of Company.

D. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

E. The provision of Services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.

F. The Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Company, or as requested by its Customers pursuant to this Tariff.

G. The Company will provide Services requested by Customers which are not included in this Tariff, depending on equipment and facility availability and economic considerations. Pricing for these Services will be accomplished on an Individual Case Basis (ICB) Contract.

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

(C) – Indicates changed regulation.

(D) – Indicates discontinued rate or regulation.

(I) – Indicates rate increase.

(M) – Indicates a move in the location of text.

(N) – Indicates a new rate or regulation.

(R) – Indicates a rate reduction.

(T) – Indicates a change in text only.

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right hand corner of each page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14. 1.

B. Page Revision Numbers - Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14. Because of various Suspension periods, deferrals, *etc*. the Commission follows in its Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are six (6) levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.1
2.1.1
2.1.1 (A)
2.1.1 (A).1
2.1.1 (A).1.a
2.1.1 (A).1.a.i

D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the Commission.

1. DEFINITIONS

Certain terms used generally throughout this Tariff are defined below:

Advance Payment: Part or all of a payment required before the start of Service**.**

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Authorized User: Any entity or individual authorized by the Customer to use the Service.

Business Customer: A Customer that uses a Business Service Offering as set forth in this Tariff.

Carrier: A company authorized by the New York Public Service Commission to provide telecommunications services.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and Termination of Customer's own choosing.

Channel Mileage: Distance calculated using the telephone industry standard Rate Centers ("V" & "H") between Company's and Customer's Premises.

Commission: The New York Public Service Commission.

Company: Light Tower Fiber Long Island LLC d/b/a Lightower Fiber Networks

Contract: An agreement between Customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of Service. The Contract may or may not accompany an associated Service Order.

Customer: A person, firm, corporation or other entity which orders or uses Service who, by receiving and using the Service, has agreed to honor the terms of the Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

Customer Premises Equipment ("CPE"): Equipment located at the Customer's Premises for use with the Company's Services. CPE can include, for example, a station set, facsimile machine, key system, PBX, or other voice and data communication equipment.

Demarcation Point: Denotes the point of interconnection between the Company's facilities and the wiring at the Customer's Premises.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

FCC: Federal Communications Commission.

Force Majeure: Causes beyond the Company's control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed Federal government holiday.

Individual Case Basis ("ICB"): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Mbps: Megabits per second or millions of bits per second.

Network: The Company's network located in the continental United States.

Non-Recurring Charge: The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

Point of Presence ("POP"): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

Premises: Denotes a building, a portion of a building in a multitenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Recurring Charges: Charges that are assessed for Services included within this Tariff on a recurring, monthly basis.

Service: The telecommunications Services offered by the Company.

Service Area: The area in which the Company provides Service.

Service Connection Charge: A one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, Service Order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of Services and/or equipment.

Service Order: The request for facilities or Service by an Applicant or Customer. The request may be in writing, or orally, at the Company's discretion. Acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Start Date.

Service Start Date: The first day following the date on which the requested Service or facility is available for use.

Suspend/Suspension: Suspension of Service for nonpayment is interruption of outgoing Services only.

Terminate/Termination: Discontinuance of both incoming and outgoing Service.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Company may offer various unregulated Services in conjunction with or ancillary to its regulated Services. The Company is not responsible to any other entity or its respective Customers for any service provided by the other entity that purchases access to the Company Network or uses any of the Company's facilities or Services, in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment and Facilities

Service is offered subject to; the availability of facilities, equipment, or systems; the Company's ability to fulfill the request for Service and, the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, and/or interconnection arrangements are not available.

2.1.3 Terms and Conditions

(A) Minimum Contracts

1. Except as otherwise provided herein, Service is provided and billed on the basis of a minimum period of at least one (1) month, and shall continue to be provided on a monthly basis until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days. All calculations of dates set forth in this Tariff will be based on calendar days, unless otherwise specified herein.

2. The Company may require a minimum Contract period longer than one (1) month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction or special Service terms, necessary to meet special demands and involving extra cost or expense.

(B) Customers may be required to enter into written Service Orders which will contain or reference the name of the Customer, a specific description of the Service ordered, the rates to be charged, and the duration of the Services. Customers will also be required to execute any other documents as may be requested by the Company.

(C) Except as otherwise stated in the Tariff or by Contract, at the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, Service shall continue on a month to month basis at the then current Tariff rates until Terminated by either party. The Company and Customer may agree that the Service shall automatically renew for the term of the initial Contract. Any Termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to Termination. The rights and obligations that by their nature extend beyond the Termination of the term of the Service Order shall survive such Termination.

(D) Another provider of telecommunications service must not interfere with the right of any person or entity to obtain Service directly from the Company. The Customer is prohibited from reselling the Company's Services unless done in compliance with state and federal laws, rules and regulations.

2.1.4 Notification of Service-Affecting Activities

Where possible, the Company may, at its sole discretion, provide the Customer reasonable notification of Service affecting activities that may occur in the normal operation of its business.

2.1.5 Taxes, Surcharges, and Fees

(A) The Customer is responsible for the payment of any sales, use, gross receipts, income or revenue, universal service, Telecommunications Relay Service, excise, access, 911/E911, subscriber line, franchise, occupation, business, license, privilege or other local, state, or federal charges or surcharges, however designated, whether assessed directly on the Company or assessed on another company or carrier and passed on to the Company (hereinafter individually or collectively referred to as "Fees"), as determined and billed by the Company. The rates for Services provided in this Tariff, unless otherwise specified herein, do not include Fees. Fees imposed by a particular jurisdiction (e.g., count or municipality) will be billed only to those Customers with lines in the affected jurisdiction. When the Company by virtue of collecting Fees incurs costs that would not otherwise normally be incurred, all such costs shall be determined by the Company and billed, insofar as practical, to the Customers with lines in the affected jurisdiction. The Customer is responsible for any Fees that become applicable retroactively.

(B) Should a local, state or federal jurisdiction assert a right to impose Fees on the Company's operations, the Company may elect to bill the Customer and collect such Fees or it may elect not to do so, pending the conclusion of any challenges to such jurisdiction's right to impose Fees. If it has billed and collected the Fees, and the Fees later are found to have been invalid and unenforceable, the Company shall credit or refund such amounts to affected Customers, less a reasonable administrative fee, only if the Fees collected were retained by the Company or the Fees delivered to the jurisdiction in question were later returned to the Company. If the Fees were paid to the jurisdiction in question and not returned to the Company, the Customer agrees that his/her/its recourse is against the jurisdiction in question and not against the Company. The Customer specifically agrees to hold the Company harmless from any and all liability for Fees that were delivered to the jurisdiction in question and not returned to the Company.

(C) Certain municipalities impose a tax upon gross earnings, income or receipts of a Company operating within that municipality. Bills rendered to Customers will include such applicable surcharges. The surcharge percentage applies to local rates and charges. Surcharge percentages are adjusted on short notice to reflect changes in taxes.

2.1.6 Interconnection with Other Carriers

Interconnection with the facilities or service of other carriers shall be under applicable terms and conditions of an interconnection agreement. Any special interface equipment or facilities necessary to achieve compatibility between facilities of the Company and other participating Carriers will be provided at the Customer's expense.

2.2 Limitations on Liability/Indemnity

2.2.1 The Company shall not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

(A) Libel, slander, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or

(B) Patent or trademark infringement or other infringement of intellectual property rights, including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, Terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

(C) A breach in the privacy or security of communications transmitted over its facilities unless such a breach is caused by the gross negligence or willful misconduct of the Company's agents or employees; or

(D) Acts, mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment unless such act, mistake, omission, interruption, delay, error or defect in transmission is caused by the gross negligence or willful misconduct of the Company's agents or employees; or

(E) Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or

(F) The disconnection of Service for failure to pay the charges billed to Customer, unless such disconnection is caused by the gross negligence or willful misconduct of the Company's agents or employees; or

(G) Violations of the obligations of the Customer section of this Tariff; or

(H) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of the Company's agents or employees; or

(I) Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by the negligence or willful misconduct of the Customer; or

(J) Any delay or failure of performance or equipment due to a Force Majeure condition; or

(K) Misrepresentation of, or the failure to disclose, the lawful rates and charges published in this Tariff; or

(L) Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees section of this Tariff; or

(M) Any act, mistake, omission, interruption, delay, error or defect caused by or contributed to by:

1. Another Company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Company offers. This includes the provision of a signaling system or other database by another company; or

2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to the Company's Network; or

3. A third party.

2.2.2 The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omissions, interruptions, disconnection, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment of facilities, acts of a third party, or the acts or omissions, or negligence of the Company, its employees or agents.

2.2.3 The liability of the Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, disconnection, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company's suppliers and vendors. The Company's suppliers and vendors and their directors, officers or employees, will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Service, equipment or facilities, acts of a third party, or the acts or omissions, or negligence of the Company's suppliers and vendors, its directors, officers or employees.

2.2.4 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid or payable to the Company by the Customer during any twelve (12) month period for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one (1) year after the Service is rendered, except as otherwise permitted by the Commission's rules and regulations.

2.2.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS SERVICE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS TARIFF.

2.2.6 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.2.7 The Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

2.3 Provision of Equipment and Facilities

2.3.1 General

(A) The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

(B) The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company or an agent designated by the Company, except upon the written consent of the Company. The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements, owned, leased or otherwise obtained to ensure the required level of Service. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

(C) Equipment installed at the Customer's Premises for use in connection with the Services the Company offers will not be used for any purpose other than that for which the Company has provided such equipment.

(D) Unless otherwise set forth in this Tariff, the Company will not be responsible for the installation, operation, or maintenance of any CPE. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

1. The transmission of signals by CPE or for the quality of, or defects in, such transmission; or

2. The reception of signals by CPE; or

3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment; or

4. The electric power consumed by CPE which shall be provided by, and maintained at the expense of, the Customer; or

5. For ensuring that CPE connected to Company equipment and facilities is compatible with such equipment and facilities (the Customer is responsible for ensuring such compatibility).

(E) Any CPE attached to the Company's Network shall be in conformance with all FCC requirements, rules and regulations.

2.3.2 Interconnection of Facilities

(A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

(B) Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

(C) Facilities furnished under this Tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff.

2.3.3 Non-Routine Installation

At the Customer's request, non-routine installation and/or maintenance may be performed outside of the Company's regular business hours. Installation and/or maintenance and hazardous locations may be performed at the Company's discretion. In such cases, additional charges may apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

2.3.4 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities on behalf of the Company.

2.3.5 Use of Service

Service is furnished for use by the Customer and may be used by others only as specifically provided elsewhere in this Tariff.

(A) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information, without payment of the charges applicable to such use. A Customer shall use no device with the Service or facilities of the Company for the purpose of avoiding payment of the applicable charge or defrauding the Company.

(B) Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, or otherwise impairs the quality of Service to other Customers. The Company may require a Customer to immediately cease use of Service if such use is causing interference with or impairing the Service of others.

(C) If a Customer's use of Service interferes unreasonably with the Service of other Customers and that interference is believed by the Company to be related to the quantity or grade of service that the Customer has purchased, the interfering Customer may be required to take Service in sufficient quantity, or of a different class or grade, or to cooperate with the Company to eliminate such interference.

2.4 Obligations of the Customer

2.4.1 General

The Customer shall be responsible for:

(A) Payment of all applicable charges pursuant to this Tariff, Contracts,

(B) Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's Premises; and

(C) Providing at reasonable charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises; and

(D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange Service to the Customer from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service; and

(E) Ensuring that its equipment and/or system or that of its agent is properly interfaced with the Company's Service; that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, Terminate the Customer's Service without liability; and

(F) Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and

(G) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and

(H) Granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and

(I) Preventing liens or other encumbrances from being placed or maintained on the Company's equipment or facilities or CPE leased by the Customer from the Company; and

(J) Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and

(K) Promptly notifying the Company in writing, of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

2.4.2 Claims

The Customer shall indemnify, defend and hold harmless the Company as set forth in the Limitation of Liability/Indemnity section of this Tariff or as provided elsewhere in this Tariff.

2.4.3 Inspections

(A) Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment connected to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

(B) The Company will, upon request, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. If the protective requirements for CPE are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for corrective action. Within three (3) days of receiving this notice a Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the Suspension of Service, to protect its facilities, equipment and personnel from harm.

2.4.4 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from, or arising in connection with, the furnishing of Service under this Tariff including, but not limited, to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

2.4.5 Fraud and Unauthorized Use of the Network

The Customer is liable for the unauthorized use of the network obtained through the fraudulent access of a telephone system.

2.5 Establishment of Service

2.5.1 Application for Service/Service Order

(A) An Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.

(B) If the Customer's service has been terminated and the Customer wishes to re-establish service, payment of all unpaid charges, Reportable Charges, Deposits and Advance Payments may be required by Company prior to establishing or re-establishing Service.

(C) The Company may refuse to establish Service if any of the following conditions exist:

1. The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with the Company for payment; or

2. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities; or

3. Refusal by the Applicant to provide the Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or

4. The Applicant is known to be in violation of the Company's Tariffs filed with the Commission; or

5. Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by the Company as a condition for providing Service; or

6. The service requested is not available under Section 2.1.2 of this Tariff.

2.5.2 Establishment of Credit

(A) The Company may conduct a credit investigation of each new Customer or Applicant prior to accepting a Service Order.

(B) The Company may, in order to assure payment of its charges for Service, require Applicants and existing Customers to establish and maintain credit acceptable to the Company.

(C) The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in this Tariff as to Deposits, Advance Payments and the payment of charges or Fees due, and will in no way modify the provisions regarding disconnection and Termination of Service for failure to pay bills due for Service or facilities furnished.

(D) A Customer may be required to reestablish credit in accordance with this Tariff when the amount of Service furnished has changed, or the Company determines the basis on which credit was formerly established has changed.

2.5.3 Advance Payments

To safeguard its interests, the Company may require an Applicant or Customer to make an Advance Payment for the connection, installation, restoration, or reconnection of Service or facilities prior to the provision or restoration of Service or facilities. The Advance Payment will not exceed the amount equal to the Non-Recurring Charge(s) and one (1) month's Recurring Charges for the Services or facility to be provided. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges, if any, for a period to be set by the Company and the Customer. The Advance payment will be credited to the Customer's initial bill.

2.5.4 Deposits

Applicants for Service or an existing Customer for Service whose financial condition is not acceptable, or not known, to the Company may be required at any time to provide the Company a security Deposit. The Deposit requested will be in cash or, at the Company's option, the equivalent of cash, and will be held as a guarantee for the payment of charges. A Deposit does not relieve the Customer of the responsibility for the timely payment of bills. The Company reserves the right to cease accepting and processing Service Orders after it has requested a security Deposit and prior to the Customer's compliance with the request.

The Deposit will not exceed an amount equal to:

1. two times the Customer's estimated maximum monthly bill; or

2. the charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the Deposit may include an additional amount in the event that a Termination charge is applicable.

(A) A Deposit may be required in addition to an Advance Payment.

(B) Interest on Deposits

Deposits held will accrue interest at the rate established by the Commission beginning on the date of Deposit.

(C) Inadequacy of Deposits

If the amount of a Deposit is proven to be less than required to meet the requirements specified herein, the Customer shall be required to pay an additional Deposit upon request.

(D) Refund of Deposits

When a Service or facility is discontinued, the amount of a Deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service or facility is discontinued, the Company may, at its option, return the Deposit or credit it to the Customer's account.

2.6 Billing and Collection of Charges

2.6.1 Bills will be rendered monthly to the Customer.

2.6.2 All Service, installation, monthly Recurring, and Non-Recurring charges are due and payable upon receipt.

2.6.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the Service is provided.

2.6.4 For new Customers, or existing Customers whose Service is disconnected, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.6.5 Payment of all bills is due twenty-five (25) days after the date of invoice printed on the bill. Amounts not paid by this date (the "due date") will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within 8 mailing days after written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

2.6.6 Customer shall be liable to Company for any costs incurred by Company in collecting any amount due for Services provided under this Tariff or in enforcing any Customer obligation under this tariff, including, without limitation, collection agency costs, reasonable attorney's fees, and court costs, if any.

2.7 Disputed Bills

2.7.1 The Customer is responsible for notifying the Company in writing, within thirty (30) days of the date of the mailing of the bill of any disputed amounts and the specific basis of such dispute by the due date.

2.7.2 All charges not in dispute will be paid by the Customer by the due date. Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay as required in this Tariff.

2.7.3 Upon notification of a dispute, the Company will undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and such amount will become immediately due and owing. The Company may suspend/terminate Service if the Customer fails to pay the amount determined by the Company to be properly charged. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in this Tariff.

2.7.4 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules or procedure. The Company may suspend/terminate Service if the Customer fails to pay the amount determined by the Commission to be properly charged within fifteen (15) days of notice of the Commission's determination.

2.8 Late Payment Charges

2.8.1 If any portion of the payment is received by the Company after the due date, or any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be a portion of the payment not received by the due date, multiplied by 1.5% per month.

2.8.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are bonafide Disputed Amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

2.8.3 Late payment charges do not apply to final accounts.

2.8.4 Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.9 Cancellation of Service By Customer

Cancellation of Service by the Customer must be made in writing.

2.9.1 Cancellation Prior to Start of Design of Work or Installation of Facilities

If, prior to cancellation by the Customer, the Company incurs any expenses in installing Service or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and nonrecurring charges, and all amounts others may charge the Company that would have been chargeable to the Customer had Service been initiated.

2.9.2 Cancellation Associated with Special Construction

Where the Company incurs an expense in connection with special construction before it receives a cancellation notice, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, the charge applies to allow the Company to recover the otherwise non-recoverable costs of engineering, labor, material, equipment and other related expenses.

2.9.3 Cancellation During Installation

If cancellation occurs between start and completion of installation, the Customer will be responsible for the estimated cost incurred, not to exceed the charge for the minimum period of services ordered and the total Non-Recurring Charges, including Termination charges, applicable to the entire Service, equipment and facilities ordered.

2.9.4 Cancellation After Installation but Prior to Service Start-up

If cancellation notice is provided after completion of installation but prior to connection for Service, the Customer is responsible for the charges applicable as if the items involved were actually connected for Service and immediately ordered disconnected, including:

(A) All regularly applicable Service Connection Charges and Non-Recurring Charges, and

(B) All regularly applicable basic Termination charges in full, and

(C) All regularly applicable minimum Service charges, and

(D) Any other amounts as may be specified in the Tariff covering the items involved, and

(E) Any other amounts that were incurred as a result of expedited orders, or as a result of the cancellation, modification or deferral at the Applicant/Customer's request.

2.9.5 Subsequent Order Charges Due to Modification

In the case of a Customer initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

2.10 Discontinuance of Service and Removal of Accounts

2.10.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any Deposit required is not paid, the Company may Suspend Service or Terminate Service until the bill or the required Deposit has been paid.

(A) The Company shall not Suspend Service for nonpayment of bills rendered for Service, or for failure to post a required Deposit, until:

1. at least five days after written notice has been served personally upon the Customer; or

2. at least eight days after mailing written notice in postpaid envelope to the Customer, addressed to the Customer at the Premises where Service is rendered. Discontinuance of Service for suspected/confirmed fraud will not be subject to the fifteen (15) day advance notice requirement; or

3. at least five days after the Customer either has signed for or refused a registered letter containing written notice addressed to the Customer at the Premises where Service is rendered.

(B) The Company shall not Terminate Service for nonpayment of bills rendered for Service, or for failure to post a required Deposit, until:

1. at least ten days after written notice has been served personally upon the Customer; or

2. at least thirteen days after mailing written notice in postpaid envelope to the Customer, addressed to the Customer at the Premises where Service is rendered; or

3. at least ten days after the Customer either has signed for or refused a registered letter containing written notice addressed to the Customer at the Premises where Service is rendered.

(C) Notwithstanding the provisions of this Tariff, the Company shall not Terminate Service that has been Suspended for nonpayment of bills rendered, or for failure to post a required Deposit, until five days after the date on which Suspension of Service shall have occurred.

(D) At its option, the Company may elect to initiate the procedure to terminate Service without having suspended Service.

(E) Service shall only be Suspended between 8:00 AM and 7:30 PM, on Monday through Thursday, and between 8:00 AM and 3:00 PM on Friday. It shall not be Suspended or Terminated for nonpayment on weekends, Holidays, during the periods of December 23 through December 26 and December 30 through January 2, or on days when the main business office of the Company is not open for business.

2.10.2 Dishonored Checks

If a Customer who has received a notice of discontinuance pays his or her bills with a check that is subsequently dishonored, the Customer's account remains unpaid and the Company is not required to issue any additional notice before discontinuing Services.

2.10.3 Exceptions to Suspension and Termination for Nonpayment

Service shall not be Suspended or Terminated for:

(A) Nonpayment of bills rendered for charges other than Service or Deposits requested in connection with Service;

(B) Nonpayment for Service for which a bill has not been rendered;

(C) Nonpayment for Service which has not been rendered;

(D) Nonpayment of any billed charge which is in dispute or for the nonpayment of a Deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.

Service may be Suspended or Terminated for nonpayment of the undisputed portion of a disputed bill or Deposit if the Customer does not pay the undisputed portion as required under the terms of this Tariff.

(E) Nonpayment of backbilled amounts.

2.10.4 Verification of Nonpayment

Service shall not be Suspended or Terminated for nonpayment of a bill rendered or a required Deposit unless:

(A) The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and

(B) The Company has checked the Customer's account on the day that Suspension or Termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

2.10.5 Termination For Cause Other Than Nonpayment

(A) General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may Terminate Service and sever the connection(s) from the Customer's Premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of the rules and regulations governing the facilities and Service furnished. Prohibited, unlawful or improper use of the facilities or Service includes, but is not limited to:

    a. The use of facilities or Service of the Company without payment of Tariff charges; and/or

    b. The use of the Service in such a manner that it interferes with the Service of other Customers.

2. In the event of abandonment or unauthorized use, or where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company. In the event that Service is Terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:

a. No charge shall apply for the period during which Service had been Terminated, and

b. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was Terminated due to an error on the part of the Company.

3. In the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be Terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification; or

4. If, in the Company's judgment, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service.

(B) Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require Termination of a Customer's Service until such time as new arrangements can be made. No charges will be assessed the Customer while Service is Terminated, and no Service Connection Charges will apply when the Service is restored.

(C) Emergency Termination of Service

1. The Company will immediately Terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2. The Company shall have the right to take immediate action, including Termination of the Service and severing of the connection, without notice to the Customer when, in the Company's judgment, injury or damage to telephone personnel, plant, property or Service is occurring, or is likely to occur.

2.11 Restoration of Customer's Service

Service shall be restored when the causes of disconnection have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any applicable Service Reconnection Charge and Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the propriety of disconnection.

2.12 Emergency / Crisis / Disaster Restoration and Provisioning – Telecommunications Service Priority

2.12.1. General

(A) The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

(B) The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.

2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user

has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.12.2 TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

(A) Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

1. National Security Leadership

2. National Security Posture and U.S. Population Attack Warning

3. Public Health, Safety, and Maintenance of Law and Order

4. Public Welfare and Maintenance of National Economic Posture

(B) Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.

(C) Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (http://tsp.ncs.gov/).

(D) For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (http://tsp.ncs.gov/), for information on identifying a sponsor for TSP requests.

(E) Submit the SF 315 to the OPT.

(F) Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

2.12.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.12.2 above for restoration priority assignment except for the following differences. The user should:

(A) Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.12.2(A) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

(B) Verify that the Company cannot meet the service due date without a TSP assignment.

(C) Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.12.4. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

(A) Identify telecommunications services requiring priority;

(B) Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s);

(C) Accept TSP services by the service due dates;

(D) Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity;

(E) Pay the Company any authorized costs associated with priority services;

(F) Report to the Company any failed or unusable services with priority levels;

(G) Designate a 24-hour point of contact for each TSP request and apprise the OPT; and

(H) Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.12.5. Responsibilities of the Company

The Company will perform the following:

(A) Provide TSP service only after receipt of a TSP authorization code;

(B) Revoke TSP services at the direction of the end-user or OPT;

(C) Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires);

(D) Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users;

(E) Designate a 24-hour point of contact to coordinate TSP processes with the OPT;

(F) Confirm completion of TSP service order activity to the OPT;

(G) Participate in reconciliation of TSP information at the request of the OPT;

(H) Ensure that all subcontractors complete reconciliation of TSP information with the service vendor;

(I) Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services;

(J) Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service;

(K) Disclose content of the NS/EP TSP database only as may be required by law; and

(L) Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.12.6. Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

2.13 Critical Facilities Administration Service

2.13.1 Program Overview

(A) Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.

(B) Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

2.13.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

(A) Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."

(B) Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

2.13.3. Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

(A) Physical path information will be provided by reference to the latitude andlongitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, crossboxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.

(B) Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.

(C) Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.

(D) Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.

(E) Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.

(F) The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

2.13.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

	Minimum	Maximum
Per Hour	$120.00	$400.00

2.14 Miscellaneous

2.14.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs or expense.

2.14.2 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

2.14.3 Notices and Communications

(A) The Customer and the Company will designate on the Service Order an address to which mail or notices and other communications may be delivered, except that Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

(B) All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

(C) The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.15 Interruptions of Service

2.15.1 General

(A) The Company may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life health, safety or substantial property damage; or for reasons of local, State, or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide oral or written notification to affected Customers.

(B) It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.

(C) A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.

(D) If the Customer reports to the Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or circuit considered by the Company to be impaired.

(E) The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer.

2.15.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

(A) Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or

(B) Due to the malfunction of Customer-owned telephone equipment; or

(C) Due to Force Majeure; or

(D) During any period in which the Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or

(E) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or

(F) That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or

(G) That occurs when the Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges; or

(H) For the unlawful or improper use of the facilities or Service.

2.15.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.15.4 Application of Credits for Interruptions in Service

(A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.

(B) For calculating allowances, every month is considered to have thirty (30) days.

2.15.5 Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

(A) If the interruption is for twenty-four (24) hours or less, no allowance will be made.

(B) If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty-four (24) hour period and for each succeeding twenty-four (24) hour period or fraction thereof.

2.16 Early Termination Liability

2.16.1 If Customer discontinues Services or any part thereof provided under a term pricing plan prior to the completion of the term, Customer will be liable for an early Termination charge as follows:

(A) Fifty percent (50%) of the remaining monthly payments for the remainder of the term, unless termination is for an upgrade of service on the channel or channels being terminated, in which case such Termination charge shall be waived.

(B) One hundred percent (100%) of the Termination charges that apply for termination of facilities or services provided by a third party carrier which facilities were arranged for by the Company at the request of and on behalf of Customer.

2.16.2 All early termination liability set forth above is due and owing within thirty (30) days of termination of service.

2.16.3 Prior to the completion of the selected Service term plan, the Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan: (1) is for an equal or greater number of circuits than the number ordered originally, and (2) is greater in length than the number of months remaining on the original Service term. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

3. APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for Services contained in this Tariff.

3.2 Flexible Pricing

Flexible pricing sets minimum and maximum rates that can be charged for Service.

3.3 Individual Case Basis Arrangements

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer.

3.4 Special Arrangements

Where the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; and (4) combinations thereof.

3.5 Ethernet Service

Ethernet is a standard communications protocol that controls the fashion in which information is transported between two points, multiple points or in a meshed configuration. Ethernet services provided within the State of New York will range from point to point, point to multiple point, and multi-point meshed and transmission rated will range in bandwidth from 1kb to 10Gb. The rates set forth herein apply to retail Ethernet service provided to business and governmental customers.

The following Ethernet pricing is made on an individual case basis ("ICB"):

- Non-recurring charges based on unique service requirements of the customer, including equipment, hardware, construction and provisioning requirements
- Recurring charges for:
  - Services requiring additional construction
  - Services requiring Company to obtain all or a portion of the service from an underlying third-party service provider
  - Services requiring unique network designs and/or provisioning to address specific customer needs
  - Services requiring circuit protection and/or route diversity
  - Services provided on Company's existing network in excess of 20 miles between terminal locations

The rates for Ethernet Service of 20 miles or less between the terminal locations are indicated below, subject to the availability of capacity on Company's existing network:

Non-Recurring Charges ("NRC")

ICB

Monthly Recurring Charges ("MRC")

One-Year Term	Three-Year Term	Five-Year Term
Minimum: $305.00/1Mbps	Minimum: $230.00/1Mbps	Minimum: $190.00/1Mbps
Maximum: $365.00/1Mbps	Maximum: $290.00/1Mbps	Maximum: $250.00/1Mbps

3.6 TDM/SONET Service

Time Division Multiplexing ("TDM") Service consists of private line point to point transport service between the terminal locations, by virtue of one-way and/or two-way information transmission between points within the State of New York. TDM Service is offered as follows:

T1 or DS-1
DS-3
OC-3
OC-12
OC-48
OC-192

The rates set forth herein apply to retail TDM service provided to business and governmental customers.

The following TDM pricing is made on an individual case basis ("ICB"):

- Non-recurring charges based on unique service requirements of the customer, including equipment, hardware, construction and provisioning requirements
- Recurring charges for:
  - Services requiring additional construction
  - Services requiring Company to obtain all or a portion of the service from an underlying third-party service provider
  - Services requiring unique network designs and/or provisioning to address specific customer needs
  - Services requiring circuit protection and/or route diversity
  - Services provided on Company's existing network in excess of 20 miles between terminal locations

The rates for TDM Service of 20 miles or less between the terminal locations are indicated below, subject to the availability of capacity on Company's existing network:

Non-Recurring Charges ("NRC")

ICB

Monthly Recurring Charges ("MRC")

Service Type	One-Year Term	Three-Year Term	Five-Year Term
T1 or DS-1	Minimum: $149.00 Maximum $1,800.00	Minimum: $108.00 Maximum: $1,710.00	Minimum: $90.00 Maximum: $1,624.50
DS-3	Minimum: $429.00	Minimum: $311.00	Minimum: $259.00

	Maximum: $13,000.00	Maximum: $12,350.00	Maximum: $11,732.50
OC-3	Minimum: $3,146.00 Maximum: $26,000.00	Minimum: $2,280.00 Maximum: $24,700.00	Minimum: $1,900.00 Maximum: $23,465.00
OC-12	Minimum: $8,280.00 Maximum: $38,000.00	Minimum: $6,000.00 Maximum: $36,100.00	Minimum: $5,000.00 Maximum: $34,295.00
OC-48	Minimum: $15,732.00 Maximum: $50,000.00	Minimum: $11,400.00 Maximum: $47,500.00	Minimum: $9,500.00 Maximum: $45,125.00
OC-192	Minimum: $20,050.00 Maximum: $62,000.00	Minimum: $14,530.00 Maximum: $48,900.00	Minimum: $11,620.00 Maximum: $55,955.00

3.7 Wavelength Service

Wavelength-division multiplexing ("WDM") is a private line point-to-point transport service that multiplexes multiple optical signals on a single fiber optical cable by using different wavelengths (light frequencies) to carry information between two points. WDM allows for the multiplication of transport capacity over one strand of fiber. WDM services include: 1G, 2.5G and 10G waves. The rates set forth herein apply to retail WDM service provided to business and governmental customers.

The following WDM pricing is made on an individual case basis ("ICB"):

- Non-recurring charges based on unique service requirements of the customer, including equipment, hardware, construction and provisioning requirements
- Recurring charges for:
    - Services requiring additional construction
    - Services requiring Company to obtain all or a portion of the service from an underlying third-party service provider
    - Services requiring unique network designs and/or provisioning to address specific customer needs
    - Services requiring circuit protection and/or route diversity
    - Services provided on Company's existing network in excess of 20 miles between terminal locations

The rates for WDM Service of 20 miles or less between the terminal locations are indicated below, subject to the availability of capacity on Company's existing network:

Non-Recurring Charges ("NRC")

ICB

Monthly Recurring Charges ("MRC")

Capacity	One-Year Term	Three-Year Term	Five-Year Term
1G	Minimum: $3,470.00 Maximum: $10,000.00	Minimum: $3,125.00 Maximum: $9,000.00	Minimum: $2,780.00 Maximum: $8,000.00
10G	Minimum: $9,207.00 Maximum: $15,000.00	Minimum: $6,672.00 Maximum: $14,000.00	Minimum: $5,560.00 Maximum: $13,000.00
40G	Minimum: $12,500.00 Maximum: $20,000.00	Minimum: $10,500.00 Maximum: $19,000.00	Minimum: $9,925.00 Maximum: $18,000.00
100G	Minimum: $42,940.00 Maximum: $55,000.00	Minimum: $36,500.00 Maximum: $54,000.00	Minimum: $34,350.00 Maximum: $53,000.00
Other	ICB	ICB	ICB